

# LHA LETTER HEAD

TYPE OVER THE UNDERLINED ITEMS TO REFLECT THE REQUIREMENTS  
FOR THIS PROJECT

## Notice of Request for Proposals Use if Appropriate

MMMMMMMM DD, YYYY

The Town Housing Authority invites written proposals from contractors for the Very Brief Description of Project

The Project consists of: **One to Three Sentence Description of the Project** which is described in the attached procurement package.

Contractors are encouraged to use the enclosed form for proposal. Proposals are subject to M.G.L. c.149 sec.44A(2)(A) and to minimum wage rates as required by M.G.L. c.149 §§26 to 27H inclusive.

Proposals must be received before Time., Day Date.

Proposals should be mailed, faxed, or emailed to LHA Address, Street, City State Zip; Fax 617 555-1212, or LHA @lha .com and received no later than the date and time specified above

The Project site will be available for inspection between Time AM and Time PM on Date(s)

Questions or requests for an appointment to see the work site should be directed to Name of Contact Person at Phone.

This Procurement Package Includes:

General Provisions

Form for Bid - Please use this form to submit a quote

Sample Owner Contractor Agreement Form Sample of Form successful Offeror must sign

Prevailing Wage Rates

Technical Specifications

**\$0,000 - \$10,000**  
**GENERAL PROVISIONS**

**1.0 SALES TAX EXEMPTION AND OTHER TAXES**

**1.1** To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.

**1.2** The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the work.

**2.0 PERMITS, FEES, AND NOTICES**

**2.1** The Contractor shall secure for the building permit which shall be paid for by the Owner. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.

**2.2** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

**3.0 INSURANCE REQUIREMENTS**

**3.1** The Contractor shall calculate as part of its bid price and provide the following insurance coverage. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract. The Owner shall be named as additional insured on the Contractor's Liability Policies

**3.2 WORKER'S COMPENSATION** Not Required if ALL work is done by a Self-employed Contractor with No Employees.

Worker's Compensation: Coverage A Per G.L. c149 §34 and c152, as amended.  
Employer's liability: Coverage B up to \$500,000 each accident

**3.3 CONTRACTOR'S COMMERCIAL GENERAL LIABILITY**

Bodily Injury & \$1,000,000. each occurrence  
Property Damage \$1,000,000. general aggregate

**3.4 VEHICLE LIABILITY**

Bodily Injury & \$ 200,000 each person  
Property Damage \$ 500,000 each accident  
\$1,000,000 Combined Single Limit

**4.0 WAGES**

Bidders shall include in their bid wages calculated from the wage rates established by the Massachusetts Department of Labor Division of Occupational Safety and subject to M.G.L. c.149 §26 to 27H inclusive.

This provision does not apply if work is done by a Sole Proprietor, doing the work alone.

**5.0 MISCELLANEOUS REQUIREMENT**

**5.1 EXECUTIVE ORDERS**

The Contractor shall comply with the provisions of EPA Regulation 40 CFR 745; M.G.L. c.151B; Executive Order 478, Order regarding non-discrimination, diversity, equal Opportunity, and Affirmative Action; prohibiting the use of undocumented workers on state contracts and all regulations promulgated pursuant thereto. The aforementioned law, executive orders, and regulations are incorporated herein by reference and made a part of this Contract.

**6.0 CONFLICT OF INTEREST**

The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority."

# FORM FOR QUOTE

c.149

\$0-10,000

## TO THE AWARDING AUTHORITY:

**A.** The undersigned proposes to furnish all labor and materials required for:

Project Description:

for the \_\_\_\_\_ Housing Authority, Development No. \_\_\_\_\_ in  
\_\_\_\_\_ Massachusetts in accordance with the Contract Documents supplied by the  
\_\_\_\_\_ City or Town

\_\_\_\_\_ Housing Authority for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

**B.** The proposed contract price is :

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

**C.** The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all the other elements of labor employed or to be employed on the Work and that they will comply fully with all laws and regulations applicable to awards made subject to MGL. c.149 sec.44A-J.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. The undersigned further certifies under the penalty of perjury that the undersigned is not debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any other rule or regulation promulgated thereunder. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation, or other business or legal entity.

\_\_\_\_\_  
Name of Bidder

By:

\_\_\_\_\_  
Signature + Title of person signing Bid

\_\_\_\_\_  
Business Address

Date: \_\_\_\_\_

\_\_\_\_\_  
City and State

Note: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of general partners if different from business address.

# OWNER-CONTRACTOR AGREEMENT

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

This agreement made the NNth day of Month 2010 by and between City or Town Name Housing Authority hereinafter called the "Owner", and Contractor's Name hereinafter called the "Contractor"

CONTRACTOR'S NAME

Witnesseth, that the Owner and the Contractor, for the consideration hereinunder named, agree as follows

**Article 1. Scope of Work:** The Contractor shall perform all Work required by the Contract Documents for **Brief Description of the Work** prepared by **Name of Architect or Engineer** acting as and referred to in the Contract Documents as the "Architect".

**ARTICLE 2. TIME OF COMPLETION:** The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion within **NNN** calendar days of said date. Damages for delays in the performance of the Work shall be in accordance with Article 9 of the General Conditions of the Contract.

**ARTICLE 3. CONTRACT SUM:** The Owner shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of:

CONTRACT AMOUNT IN WORDS

CONTRACT SUM IN WORDS

Dollars

CONTRACT IN NUMBERS

CONTRACT SUM IN NUMBERS

**ARTICLE 4. THE CONTRACT DOCUMENTS:** The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents, the drawings as enumerated in the List of Contract Drawings, and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

**ARTICLE 6. REAP CERTIFICATION:** Pursuant to M.G.L. c.62(c) §49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support

**ARTICLE 7. WORKER DOCUMENTATION CERTIFICATION:** In accordance with Executive Order 481 the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

**ARTICLE 8. CONFLICT OF INTEREST:** The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority."

*In Witness Whereof, the Parties Hereto Have Caused This Instrument to be Executed Under Seal.*

## <sup>1</sup> CONTRACTOR

Contractor's Name

Name of Contractor

Contractor's Street Address

Street

Contractor's City State Zip

City State Zip

By:

Signature and Seal

Witness

<sup>1</sup> If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

## <sup>2</sup> AWARDING AUTHORITY

Name of Housing Authority

Name of Housing Authority

LHA Address

Address

Signature and Seal

Title

Attest:

<sup>2</sup> If signed by someone other than a Housing Authority Board member, attach a copy of Certified Board Vote authorizing the signatory to sign Contract.

Date

# SCOPE OF WORK

## Preparing a Scope of Work is Your Obligation

You cannot ask the Bidder to tell you what the Scope of Work should be

A Scope of Work should include:

### **SCOPE SUMMARY**

Brief **Description** of the Expected Work

Including some way to **Quantify** the work

*For Example: If you are replacing a shingle roof how many square are there? Do you want them to strip it or go over the existing shingles? If you are stripping how many existing layers are they taking off this will impact the bidder's disposal costs?*

### **MATERIALS**

What materials to expect?

What is the expected level of quality?

Don't forget to specify the accessories,

*For Example if you are doing a shingle roof, you need to tell them what kind of shingles you want, do you want ice and water shield membrane, aluminum drip edge, what kind of nails do you expect, do you want ridge vents, etc.*

### **DESIGN**

How do you want it put together?

### **EXECUTION**

How do you want them to perform the work?

### **SPECIAL WARRANTIES/ GUARANTEES**

If you want some type of special or extended warranty you must include it in the Specification.